

ANTHONY MANNS,

v.

### Defendants.

**JUDGE DAN AARON POLSTER**

This action must be dismissed pursuant *Apple v. Glenn*.

The plaintiff already filed a lawsuit asserting employment discrimination claims concerning his prior employment at the Cleveland Clinic Call Center. All of his claims concerning his employment were settled and dismissed with prejudice in the prior lawsuit pursuant to a written settlement agreement. *See Manns v. Cleveland Clinic Solon Call Center*, Case No. 1:16 CV 804, Doc. No. 12. “[A] plaintiff who knowingly and voluntarily agrees to settle his claims is bound by that agreement.” *Wyche v. Proctor & Gamble*, 772 F. Supp. 982, 984 (S.D. Ohio 1990); *see also Folley v. Henderson*, 175 F. Supp. 2d 1007, 1011 (S.D. Ohio 2001) (same).

This case in its entirety is barred by the settlement agreement in the plaintiff’s prior case. Accordingly, this action is hereby dismissed pursuant to *Apple v. Glenn*. The Court further certifies, pursuant to 28 U.S.C. §1915(a)(3), that an appeal from this decision could not be taken in good faith.

IT IS SO ORDERED.

A handwritten signature in black ink, appearing to read 'Dan Polster', written over a horizontal line.

DAN AARON POLSTER  
UNITED STATES DISTRICT JUDGE